

# Agenda Item Form

Agenda Date: 5/25/04

Districts Affected: City-wide

Dept. Head/Contact Information: Daryl W. Cole, Streets Director, 621-6750

## Type of Agenda Item:

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Staffing Table Changes              | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds                         | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer                     | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection            | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |  |  |

## Funding Source:

- ☐ General Fund  
☐ Grant (duration of funds: \_\_\_\_\_ Months)  
☐ Other Source: N/A

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Kevin Elkins ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

We are submitting for City Council's consideration the sale of four (4) Street Sweepers to Sunland Park, New Mexico at a total sales price of \$21,000.00

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

N/A

## Statutory or Citizen Concerns:

N/A

## Departmental Concerns:

N/A

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## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract of Sale between the CITY OF EL PASO and the CITY OF SUNLAND PARK, NEW MEXICO for the sale of four (4) 1992 Elgin Eagle Street Sweepers at a total sales price of TWENTY-ONE THOUSAND DOLLARS (\$21,000.00).

**ADOPTED this 7th day of July, 2004.**

THE CITY OF EL PASO:

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Joe Wardy  
Mayor

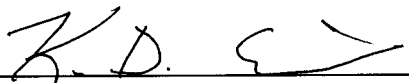
ATTEST:

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Richarda D. Momsen  
City Clerk

APPROVED AS TO FORM:

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Kevin D. Elkins  
Assistant City Attorney

APPROVED AS TO CONTENT:

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Daryl W. Cole  
Streets Director

THE STATE OF TEXAS    )  
                                      )  
COUNTY OF EL PASO    )

**CONTRACT OF SALE**

This agreement entered into this 7<sup>th</sup> day of July, 2004, by and between the CITY OF EL PASO, a Texas municipality, hereinafter referred to as the "CITY," and the CITY OF SUNLAND PARK, NEW MEXICO, hereinafter referred to as "SUNLAND PARK",

**WHEREAS**, SUNLAND PARK has a need for street sweeping equipment; and

**WHEREAS**, the City of El Paso Street Department has four (4) used Street Sweepers which are no longer required by the CITY; and

**WHEREAS**, SUNLAND PARK has contacted the City of El Paso about purchasing four (4) used Street Sweepers owned by the City of El Paso Street Department; and

**WHEREAS**, the City of El Paso Street Department street sweeping capabilities would not be hindered by the sale of the four (4) used Street Sweepers;

**NOW, THEREFORE**, for and in consideration of the mutual promises and agreements hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The City of El Paso hereby sells to SUNLAND PARK the following described used equipment, which shall hereinafter be referred to as the "Equipment":

- a. One (1) 1992 Elgin - Eagle Street Sweeper, (City ID Unit 141)  
VIN #J8DM7A1U2N3201875 (Texas License #713137) @ \$6,500.00, and
- b. One (1) 1992 Elgin – Eagle Street Sweeper (City ID Unit 145)  
VIN #J8DM7A1U8N3201993 (Texas License #713131) @ \$6,500.00, and
- c. One (1) 1992 Elgin – Eagle Street Sweeper (City ID Unit 147)  
VIN #J8DM7A1U0N3200465 (Texas License #713133) @ \$6,500.00, and
- d. One (1) 1992 Elgin – Eagle Street Sweeper (City ID Unit 139)  
VIN #J8DM7A1U8N3200889 (Texas License #713135) @ \$1,500.00.

2. The total sales price for the Equipment herein described shall be TWENTY-ONE THOUSAND DOLLARS (\$21,000.00) in United States currency payable on or before October 1, 2004. Payment shall be made to the City of El Paso and shall be remitted to the following address:

City of El Paso  
Office of the Comptroller  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

Any and all registration or licensing fees for the Equipment are the sole responsibility and liability of SUNLAND PARK.

3. SUNLAND PARK agrees to pay all costs incurred for the transportation of the Equipment from its location in El Paso, Texas to its final destination. The Equipment is to be claimed at 4096 Doniphan Dr., El Paso, Texas 79922; contact person – Daryl W. Cole, (915) 621-6750.

4. Upon receipt of the sale price and a properly executed Contract of Sale, the City of El Paso shall remit over title to the Equipment to SUNLAND PARK, and thereafter, all Equipment shall become the sole property and responsibility of SUNLAND PARK.

5. Once the Equipment has been transported to Sunland Park, New Mexico, SUNLAND PARK will return the Texas license plate numbers 73137, 713131, 713133, and 713135 on the four (4) 1992 Elgin –Eagle Street Sweepers to the City of El Paso.

6. There are no warranties, expressed or implied, by the City of El Paso to SUNLAND PARK, and the City of El Paso shall not be liable for any loss or damage to SUNLAND PARK, nor to anyone else in whatsoever cause may arise, whether by use, repair, maintenance or any failure of the Equipment purchased.

7. Liability for property damage or injury, disability and death of any person caused by the use, handling or transportation of the Equipment following the purchase of the Equipment shall be assumed by SUNLAND PARK and SUNLAND PARK shall indemnify and hold the City of El Paso harmless against all such liability, to the extent allowed under Texas state law. Should such liability arise, SUNLAND PARK agrees to comply with all requirements for the satisfaction of debts.

8. This Contract of Sale is executed in Texas, and all rights and liabilities hereunder shall be determined in accordance with the law of Texas.

9. It is further understood that this Contract of Sale contains the entire agreement of the parties and that all prior understandings and conversations, whether oral or written, are merged herein, and that any subsequent modifications or waiver of any of the provisions to this agreement shall be invalid and unenforceable unless in writing signed by the parties hereto.

**WITNESS THE FOLLOWING SIGNATURES AND SEAL:**

**THE CITY OF EL PASO**

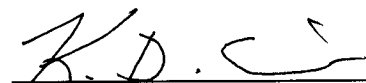
\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda D. Momsen  
City Clerk

(Signatures continue on following page)

APPROVED AS TO FORM:



Kevin D. Elkins  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Byron E. Johnson  
Director of Purchasing

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Daryl W. Cole  
Streets Director

**CITY OF SUNLAND PARK, NEW MEXICO**

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_